of Chicago assumed jurisdiction over the village. *Held* that the proceedings were ineffectual. *Village of Morgan Park* v. *City of Chicago,* (Ill. 1912) 99 N. E. 388.

Whether under such a statute the contiguity of the boundary between the two municipalities must be unbroken; or whether it is permissible to include an unincorporated parcel of land entirely surrounded by the enlarged city has apparently never been previously decided in the construction of a statute of this kind. In *School District* v. *Long,* 2 Okl. 460, 37 Pac. 601, it was held that adjoining lands need not border on each other in all parts if there is an actual contact. Under the homestead laws it has been held that mere "cornering" of lands is not sufficient contiguity. *Linn Co. Bank* v. *Hopkins,* 47 Kan. 580, 58 Pac. 606, 27 Am. St. Rep. 309; *Kreslin* v. *Mau,* 15 Minn. 116. But the contrary was held in *Clements* v. *Crawford Co. Bank,* 64 Ark. 7, 62 Am. St. Rep. 149, 40 S. W. 142. In *Wild* v. *People,* 227 Ill. 556, 81 N. E. 707, it was held that lands touching merely at corners and connected by strips fifty feet in width solely to bind the different pieces of land together were not contiguous. But none have required, as does the principal case, that besides contact for a substantial distance, there must also be no intervening non-contiguous territory.

MUNICIPAL CORPORATIONS—REQUIRING PATENTED ARTICLE IN "COMPETITIVE" BIDS FOR PUBLIC IMPROVEMENT.—The defendant city in advertising for bids on street paving, specifically required the use of a patent pavement, which the patentee agreed to supply at an equal price to all bidders. The statute provided that "All contracts for work, supplies, or material * * * must be let to the lowest, responsible bidder." *Held* that this specification did not violate the statute. *Ford* v. *City of Great Falls,* (Mont. 1912) 127 Pac. 1004.

Prescribing under such statutes the use of a patented article in bids for public improvements has brought forth conflicting deciisons. The fact that there could be only one bidder under such a specification has been held not to be in violation of the statute. *Hobart* v. *City of Detroit,* 17 Mich. 246, 97 Am. Dec. 185; *Silsby Mfg. Co.* v. *Allentown,* 153 Pa. 319, 26 Atl. 646. But the contrary view was taken in *State* v. *Elizabeth,* 35 N. J. L. 351; *Burgess* v. *Jefferson,* 21 La. Ann. 143; *Nicholson Pave. Co.* v. *Painter,* 35 Cal. 699; *Bear* v. *Charlton,* 23 Wis. 590, 99 Am. Dec. 205. Where, as in the principal case, opportunity is left for bids by different contractors, though a particular patented material or method of construction is required, it may safely be said that the weight of authority is with the principal case. *Holmes* v. *Council,* 120 Mich. 226, 45 L. R. A. 121, 79 N. W. 200; *State* v. *Shawnee Co.,* 57 Kan. 267, 45 Pac. 616; *Saunders* v. *City,* 134 Ia. 132, 111 N. W. 529, 9 L. R. A. (N. S.) 392; *Tousey* v. *Indianapolis,* 175 Ind. 295; *Bye* v. *Atlantic City,* 73 N. J. L. 402; *Swift* v. *St. Louis,* 180 Mo. 80, 79 S. W. 172; *Lacoste* v. *New Orleans,* 119 La. 469, 44 So. 267; *Reed* v. *Rockliffe-Gibson Const. Co.,* 107 Pac. (Okl.) 168. Contra, *Siegel* v. *Chicago,* 223 Ill. 428, 79 N. E. 280. The apparently contrary cases of *Allen* v. *Milwaukee,* 128 Wis. 678, 106 N. W. 1099, 5 L. R. A. (N. S.) 680, and *Cawker* v. *Milwaukee,* 133 Wis. 35, may be ascribed to the peculiar provisions of the Wisconsin statute.